

**LICENSE AGREEMENT FOR
CHESTERFIELD COUNTY GIS COVERAGES
AND GIS HARD COPY MAP PRODUCTS**

This Agreement is made and entered into this ____ day of _____, _____, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "LICENSEE."

W I T N E S S E T H :

WHEREAS, the COUNTY has developed a Geographic Information System ("GIS") database consisting of digital graphic information describing the physical characteristics, jurisdictions, divisions, and subdivisions of Chesterfield County, hereinafter referred to as "GIS Coverages,"

WHEREAS, the LICENSEE desires to obtain a limited license to use certain GIS Coverages upon the terms and conditions hereinafter set forth:

WHEREAS, the COUNTY also has printed maps describing the physical characteristics, jurisdictions, divisions, and subdivisions of Chesterfield County, hereinafter referred to as "GIS MAPS."

WHEREAS, the LICENSEE also desires to obtain a limited licence to copy certain GIS MAPS upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the payment noted in Addendum I and the mutual covenants contained herein, the LICENSEE and the COUNTY hereby agree as follows:

1. LICENSE.

A. The COUNTY hereby grants to the LICENSEE a nontransferable and nonexclusive right to use the GIS Coverage(s) according to the terms and conditions set forth in this LICENSE AGREEMENT. The original owner, COUNTY, retains the ownership of the GIS Coverage(s) and all data contained therein. The COUNTY does not transfer any ownership, and the LICENSEE may not reproduce, transfer, lease, assign, sublicense, or transmit in any form or by any means the GIS Coverage(s) or any portion thereof without the prior written consent of the COUNTY.

B. Through this LICENSE AGREEMENT, the LICENSEE may download, print and/or make paper copies of graphic data, abstracts, full text or portions thereof provided the information is used for internal purposes. Furthermore, the LICENSEE may incorporate graphic data, abstracts, full text or portions thereof contained in the GIS Coverages into the LICENSEE's own independently sourced or developed product for commercial resale purposes. The LICENSEE may not resell the GIS Coverages, graphic data, abstracts, full text or portions, contained therein, in their original form. The LICENSEE shall limit the usage of the GIS Coverage(s) only to those specifically authorized by this LICENSE AGREEMENT. The LICENSEE shall provide the COUNTY with one (1) copy of each commercial product generated with GIS Coverage data.

C. The LICENSEE agrees to complete the Addendum I: Application for License/Renewal and the desired sections of Addendum II: Selected Coverage(s) and Pricing. The LICENSEE agrees that Addendum I and II are considered part of this LICENSE AGREEMENT.

D. This LICENSE AGREEMENT is in effect for the time periods indicated in Addendum I. Specific start and end dates for use of each licensed GIS Coverage shall be listed in Addendum I.

E. The COUNTY hereby grants to the LICENSEE a nontransferable and nonexclusive right to copy the hard copy GIS map entitled:

_____ Tax Map Number: _____

_____ Tax Map Centered on Tax-ID: _____

_____ Tax Map Centered on coordinates: _____

_____ County Wall Map Titled: _____

_____ County Map Guide: _____

Date produced: _____

purchase on _____ day of _____, _____, for a fee noted on Addendum I.

2. COVERAGE SELECTION AND PRICING.

A list of Chesterfield County database(s) licensed by the LICENSEE appears in Addendum II: Selected Coverages and Pricing.

3. WARRANTY AND RISKS

A. THE COUNTY MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE GIS DATA INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACCEPTS ALL RISKS THAT THE GIS DATA LICENSED MAY NOT ACCOMPLISH ANY OR ALL EXPECTATIONS OF THE LICENSEE.

B. In no event shall the COUNTY be liable for any damages, including, but not limited to, direct or indirect, foreseeable, consequential, special, or loss of profits.

C. The LICENSEE agrees to indemnify, defend, and hold the COUNTY harmless from

and against any and all claims from third parties arising out of, or in any way related to, the LICENSEE's use of GIS Coverages.

D. The following clause shall appear on all maps or plans or documents created through the use of this Chesterfield County GIS Data:

"This map was prepared by data compiled from recorded subdivision plats, parcel plats, deeded description data, and other public records owned by Chesterfield County. The County of Chesterfield assumes no legal responsibility or liability for any of the information contained on this map."

E. The LICENSEE must print the following statement adjacent to the map or portion of map copied from the hard copy original:

Copyright 2000 Chesterfield County, Virginia, Department of Environmental Engineering, P.O. Box 40, Chesterfield, Virginia 23832. The information on this publication may not be copied or reproduced in any form without permission in writing from the copyright owner.

Every effort has been made to verify the information contained in this publication. The County assumes no liability for damages arising from errors or omissions. Users are urged to notify Chesterfield County of inconsistencies so that corrections can be made in future publications. Phone (804) 748-1035 or write to Chesterfield County Department of Environmental Engineering, P.O. Box 40, Chesterfield, Virginia 23832.

4. PRICE AND PAYMENT.

A. License fees listed in Addendum II: Selected Coverage and Pricing, have been agreed upon by the COUNTY and the LICENSEE. The LICENSEE's obligations of payment shall be to the COUNTY or its assignee. Payment in full is due upon the execution of this LICENSE AGREEMENT.

B. Taxes, if any, are not included in the agreed upon price and will be invoiced separately. Any taxes applicable to this Agreement, will be the exclusive responsibility of the LICENSEE.

5. TERMINATION AND BREACH.

A. If the LICENSEE breaches any portion of this LICENSE AGREEMENT, the COUNTY may terminate this LICENSE AGREEMENT and any licenses granted hereunder without prior notice.

B. The LICENSEE may send in writing, thirty (30) days prior to the expiration of the LICENSE AGREEMENT, an application to renew the license granted by the COUNTY for an additional time period. The COUNTY may renew the rights granted to the LICENSEE in this LICENSE AGREEMENT provided that additional fees, if any, determined by the COUNTY are paid with the application to renew.

C. Upon expiration of this LICENSE AGREEMENT, unless this LICENSE AGREEMENT has been renewed and the renewal fees have been paid in full, this LICENSE AGREEMENT and any licenses granted hereunder will be automatically terminated. Upon termination, all rights granted shall revert to the COUNTY. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of your possession or use of the GIS Coverage(s), you must return or destroy, as requested by the COUNTY, all CD-ROM disks containing GIS Coverage data in your possession, and all other materials pertaining to the GIS Coverage(s) (including multiple CD-ROM disks, if applicable). LICENSEE agrees to certify your compliance with such restriction upon the COUNTY's request.

D. In the event of a breach of any of the foregoing provisions by the LICENSEE, it is unlikely that the COUNTY will have an adequate remedy for damages. The COUNTY shall

therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. COUNTY's right to obtain injunctive relief shall not limit its right to seek further remedies.

E. The COUNTY may enforce the provisions of this LICENSE AGREEMENT after the term of this LICENSE AGREEMENT has expired or the LICENSE AGREEMENT has terminated. These provisions shall continue in force into perpetuity for the purpose of such enforcement.

6. NONDISCLOSURE.

LICENSEE acknowledges and agrees that the COUNTY is the sole developer of the GIS database and has an exclusive proprietary interest in the GIS database data and Coverages. The LICENSEE is, therefore, estopped from bringing any legal action challenging the COUNTY's exclusive proprietary interest. LICENSEE agrees that it will not sell, lease, appropriate, reproduce, or otherwise disclose to others any GIS Data, documentation, design or updates, except as provided in section 1. LICENSEE agrees to take all steps reasonably necessary to insure that none of its agents, representatives, officers, employees, other companies violate or attempt to violate the nondisclosure provisions of this paragraph. In the event of a breach of the nondisclosure provisions of this paragraph, the COUNTY shall be entitled to injunctive relief in addition to any other relief which may be available.

7. PUBLIC INFORMATION.

The LICENSEE acknowledges and agrees that compilation of GIS Coverages or Data does not constitute a document for public information purposes because the COUNTY is not required by law to abstract or summarize GIS data or convert GIS data from one form to another. Accordingly, the LICENSEE agrees that the GIS Coverages which the LICENSEE is being permitted to use are

not documents or information which the COUNTY is otherwise required to provide to the LICENSEE by law.

8. NOTICES.

All notices required or permitted by this LICENSEE shall be in writing. Any such notice shall be deemed to have been duly given when actually received by the other party or when deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

PURCHASERS:

COUNTY:

County Engineering
County of Chesterfield
P. O. Box 40
Chesterfield, Virginia 23832

9. GENERAL TERMS AND CONDITIONS.

A. The COUNTY will not be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond their reasonable and exclusive control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, transportation facilities shortages or failures of equipment.

B. This LICENSE AGREEMENT and the license granted herein may not be assigned by the LICENSEE to any third party.

C. If any term or condition of this LICENSE AGREEMENT is found by a court or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect.

D. This LICENSE AGREEMENT represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no representations, warranties, promises, covenants or undertakings, except as described herein.

E. The validity and construction of the LICENSE AGREEMENT shall be governed by the laws of the Commonwealth of Virginia. Any claims, actions, or disputes which arise concerning or relating to this Agreement shall be brought in the Circuit Court of Chesterfield County and in no other forum.

F. The LICENSEE agrees not to alter or misrepresent map symbology on any Map Product.

FOR THE LICENSEE:

Name: _____

Title: _____

Institution Name: _____

Signature: _____

Date: _____

FOR CHESTERFIELD COUNTY:

Name: _____

Title: _____

Signature: _____

Date: _____

ADDENDUM II
Information and
Fee Schedule for Digital Map Data

Chesterfield County will provide digital map data from its' GIS database in accordance with the following:

1. The County GIS database is copyrighted and digital map data will be released under the License Agreement.
2. Digital map data will be supplied in the following formats: Arc Export, DXF or shapefile on CD ROM.
3. Those coverages listed herein are the only coverages available under the License Agreement.
4. Additional digital data layers may be added to the list with appropriate pricing as they become available.
5. Certain digital data layers may not be licensed in conjunction with the digital parcel layer at the discretion of the County.
6. The minimum area that may be purchased is one tile or 550 acres at a minimum charge of forty dollars (\$40.00).
7. GIS database layers were compiled at a scale of 1:2400. Data is presumed positionally accurate to 10 feet of true position at a scale of 1:2400. Display of data at scales smaller than 1:2400 does not increase the accuracy of the data.
8. Licensees licensing county-wide parcel data may receive bi-annual updates of parcel information at a cost of \$150.00. Bi-annual updates of any other licensed data layer may be available at ten percent (10%) of original license price.
9. Reproductions of hard copy maps or portions thereof containing aerial photography shall include the following copyright:

Aerial Imagery © 2002 Commonwealth of Virginia

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10. **Tiles:** The digital map data fee is based upon acreage. The minimum area that may be purchased is 550 acres or a tile 4000' by 6000' inclusive. The following fee schedule will apply:

- a. The basic digital parcel map will be available at a cost of forty dollars (\$40.00) per standard tile and will include the following layers:

| | |
|---------------------------|-----------------------|
| Parcels | Hydrography |
| Major Utility Easements | Subdivision Easements |
| Resource Protection Areas | Flood Plains |
| Subdivisions | |

- b. Digital topography and spot elevations will be available at an additional charge of fifteen dollars (\$15.00) per tile.

- c. Additional digital map layers will be available at a cost of five dollars (\$5.00) per layer per tile. These layers include:

| | |
|------------------|------------------|
| Buildings | Water Facilities |
| Sewer Facilities | Zoning |
| Transportation | |

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11. County-wide coverages

- a. Certain other digital map layers are available as county-wide coverages. The price for such layers is forty dollars (\$40.00) per layer. The following layers are available:

| | |
|---------------------------------|--------------------------|
| BMP Ponds | Magisterial Districts |
| Census Tracts | Middle School Boundaries |
| Congressional Districts | Post Development Areas |
| Control Monuments (Survey) | Railroads |
| County Boundary | Senate Districts |
| Federal, State and County Parks | Street Centerlines |
| Elementary School Boundaries | Trash Collection Areas |
| Enterprise Zones | Village Districts |
| High School Boundaries | Voting Precincts |
| House of Delegates Districts | Watersheds |
| Landfill Locations | Zip Codes |



Date: _____

| Contact Information | Licensee | Mailing Address (If different) |
|---------------------------|----------|--------------------------------|
| Agency/Company Name | | |
| Contact Person | | |
| Street Address | | |
| City, State, and Zip Code | | |
| Phone Number | | |

☐ Arc Export

| Coordinates | Minimum | Maximum | | | | |
|--------------------|----------------|----------------|-------------------|------------------------|-------------|--|
| Easting | | | | | | |
| Northing | | | | | | |
| Layer Name | | | Start Date | Expiration Date | Cost | |
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